

SECTION 3 - CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR

Changes in methods of construction may be made at the Contractor's request upon written approval of the Engineer.

Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the work and which are not detrimental to the work or to the interests of the City, may be granted by the Council to facilitate the work, when approved in writing by the Engineer.

3-1.1 Payment For Changes Requested By the Contractor

If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the contractor to demand acceptance of such changes.

3-2 CHANGES INITIATED BY THE CITY

At any time during the progress of the work, and without in any way rendering void the Contract, the City may order alterations in and additions to or deductions from, the work, and, when so ordered in writing, the Contractor shall proceed with the changes directed in such order.

The Contractor shall not be entitled to any extension of time for the completion of the work by virtue of any change order unless, with respect to a change order executed by the contractor, the change order specifically provides therefor, or, with respect to a change order not so executed, the contractor, within five days after receipt of the order, files a written claim therefor with the Engineer, in which event he shall be entitled to a reasonable extension of time as determined by the Engineer.

3-2.1 Payment for Changes Initiated by the City

3-2.1.1 Agreed Prices

The Contractor and the City may agree upon unit prices or lump sums which shall be used to increase or decrease the contract price on account of any change ordered. In the absence of any such agreement the contract price shall be adjusted as hereinafter provided.

3-2.1.2 Unit Prices

Whenever an item of work or materials is specified in the Contract by unit prices and is changed, but by not more than twenty-five percent of the Engineer's estimate (specifications), then the contract price shall be increased or decreased by the application of the unit prices so specified. Unit prices shall govern not only for alterations in, and additions to or deductions from, the work in connection

with the structures and installations covered by the written specifications and drawings, but also for other work incidental or necessary to the use of such structures and installations for which written specifications and drawings may be later prepared.

Whenever said change exceeds said twenty-five percent, the addition or subtraction from the contract price shall be established under Section 3-2.1.3.

3-2.1.3 Formula for Prices

With respect to each change ordered for which no adjustment in contract price has been agreed upon, and for which contract unit prices are not applicable, the Contractor shall keep, and submit to the Engineer at such intervals as the Engineer may direct, an accurate and complete account and record, certified and verified in such manner as the Engineer shall direct, of the following but only to the extent that they are directly the result of the change ordered:

1. The actual cost of all direct labor performed (including the pro-rata cost of foremen continuously employed on the work, but not the salary, or any part thereof, of the Contractor's superintendent), and all materials and equipment furnished and incorporated in the work, less all available cash, trade, and other discounts.
2. The actual cost of rental for the use of such items of equipment as have an individual value in excess of Three Hundred Dollars, provided that the use of such equipment, and the rental rate therefor, shall first have been authorized and approved by the City in writing.
3. The actual cost of all royalties and permit fees.

In determining the net increase or decrease in the contract price as the result of the change ordered, the Engineer shall compute the total amount, if any, of the actual costs specified in (1), (2) , and (3) above to the extent that they are accurately reflected in the account and record of the Contractor, and the Engineer shall estimate the amount, if any, by which any change ordered would result in a decrease in any of the items of cost specified in (1) , (2) , and (3) above, and to the net difference between these two amounts he shall add a sum equal to twenty per cent thereof for all overhead and profit. If the net amount so determined represents an addition in cost, it shall be added to the contract price, and if it represents a decrease in cost, it shall be deducted therefrom, and, in either case, it shall constitute compensation in full for the addition or full settlement of the amount to be deducted, as the case may be, for the change ordered.

3-2.1.4 Limited City Power

The Contractor recognizes that the City is a public agency and that it can act only through its duly authorized agents, and in this regard agrees that only

written change orders, executed as specifically authorized by the governing body of the owner, shall be valid. The Engineer shall have no authority to issue a change order unless so specifically authorized, and no person shall have authority to issue any oral change order. Unless a valid change order is issued therefor, all changes in the work performed by the Contractor shall be at his own risk, and he shall not be entitled to any additional compensation on account thereof, and he may be required to make the work conform to the Specifications. No act or series of acts by the Owner during the course of the Contract shall be deemed to constitute a waiver of the right of the Owner to rely upon the provisions of this subparagraph.

3-2.1.5 Changes in Accordance with Specifications

Each change ordered shall be performed in accordance with the Specifications insofar as they may be applied without conflict with the conditions set forth in the change order.

3-3 EXTRA WORK

3-3.1 General

New or unforeseen work will be classed as "extra work" when the Engineer determines that it is not covered by contract unit prices or stipulated unit prices and the character of such work is substantially different from that on which the Contractor bid.

Should the Contractor encounter conditions materially different from those indicated by the plans and specifications, or materially different from conditions generally recognized as inherent in the kind of work being performed, he shall immediately notify the Engineer, who will promptly investigate. If conditions do materially differ in a way that the Contractor could not reasonably have foreseen, a change order will be issued for an appropriate adjustment in contract time and cost pursuant to this section; but the contractor is not relieved of his responsibility to foresee such conditions as may be discovered by a reasonable examination of the work site or materials available regarding the site or the work.

Payment for extra work will be established by agreement between the Contractor and City. If no agreement can be reached, payment will be made by force account as provided in Section 9-1.03 of the State Standard Specifications:

- a. The Contractor shall maintain records sufficient to distinguish the direct cost of extra work from the cost of other operations.
- b. The Contractor shall prepare daily reports of extra work. The daily reports shall be signed by the Inspector on a daily basis.

3-4 DISPUTED WORK

If unable to reach agreement under any of the foregoing procedures, the City may direct the Contractor to proceed with the work. Payment shall be as later determined by the Claims and Disputes procedure provided for by the City, in the General Conditions of the Contract Documents.

Although not to be considered as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with Subsection 3-3.